

08-23-2001

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

101821297

To the Honorable Commissioner of

original documents or copy thereof.

## 1. Name of conveying party(ies):

RAMTEC, INC.

8-13-01

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State☐ OtherAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other

Execution Date:

## 2. Name and address of receiving party(ies)

Name: KT MANUFACTURING, INC.

Internal

Address:

Street Address: 86 OLD SCHOOL ROAD

City: PROSPERITY State: SC Zip: 29127

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State SOUTH CAROLINA☐ OtherIf assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☐ No

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

76/149,256

76/149,275

76/149,255

76/149,276

Additional number(s) attached ☐ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: ROBERT P. BETHEA, JR., ESQ.

Internal Address:

GTOW11 00000103 76149256

40.00 OP

75.00 OP

Street Address: 1330 LADY STREET, 4TH FLOOR

City: COLUMBIA

State: SC

Zip: 29201

## 6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41).....\$ 160.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

GERALD KITCH

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document:

Refund Ref: 08/22/2001 GTOW11 0000108653

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

CHECK Refund Total: \$45.00

TRADEMARK  
REEL: 002354 FRAME: 0383

## ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "Assignment") is made and entered into this 15<sup>th</sup> day of June, 2001 by RAMTEC, INC, a South Carolina corporation (the "Seller") for the benefit of KT MANUFACTURING, INC., a South Carolina corporation (the "Purchaser").

WHEREAS, Seller is in the business of selling certain pet products and sells those products in connection with certain trademarks and accordingly has established considerable goodwill in its business, its products, which goodwill is associated with those trademarks.

WHEREAS, Seller claims rights, by virtue of use in connection with its products, in the following trademarks:

- |                              |                          |
|------------------------------|--------------------------|
| (1) design of a cat on a pad | Serial Number 76/149,256 |
| (2) PURR PADD                | Serial Number 76/149,275 |
| (3) PURR PADD (stylized)     | Serial Number 76/149,255 |
| (4) trade dress design       | Serial Number 76/149,276 |

(together, collectively referred to as "the Marks"), as more fully set forth on Exhibit A hereto, for which applications to register such marks have been filed in the United States Patent and Trademark Office.

WHEREAS, Purchaser intends to purchase the business of Seller including the Marks and goodwill.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser, each intending to be legally bound, hereby agree as follows:

1. Seller does hereby sell, assign, transfer and set over to Purchaser its entire right, title, and interest in and to the Marks and all registrations and applications pertaining thereto, including any renewals and extensions of the registration that are or may be secured, now or hereafter in effect, and all rights of priority thereto. Such assignment of the Marks by Seller is for Purchaser's own use and enjoyment and for the use and enjoyment of Purchaser's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Seller if this Assignment had not been made, together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trademark, with the right to sue for and collect the same for such improper uses.

2. Seller requests the Commissioner of Patents and Trademarks of the United States or, in the case of the countries outside of the United States, the analogous individual or agency responsible for trademarks, service marks, trade names and assumed names, to record Purchaser

as owner of the Trademark, including any variations thereof, for the sole use and enjoyment of Purchaser, its successors, assigns or other legal representatives.

3. Seller agrees to cooperate with Purchaser such that Purchaser may enjoy to the fullest extent the rights conveyed hereunder. Such duty includes prompt execution of all papers that are deemed necessary or desirable by Purchaser to perfect in Purchaser the conveyed rights or in order to consummate more effectively the transaction contemplated hereby.

4. The terms, covenants, and conditions of this Assignment shall inure to the benefit of Purchaser, its successors, assigns and/or other legal representatives, and shall be binding on the Seller, its successors, and assigns and/or other legal representatives.

5. Seller warrants that it has not entered into any assignment, contract, or undertaking in conflict herewith.

IN WITNESS WHEREOF, Seller has caused this Assignment to be signed and executed by its duly authorized representative, as of the date indicated above.

RAMTEC, INC.



By: John B. McAlister

Its: President

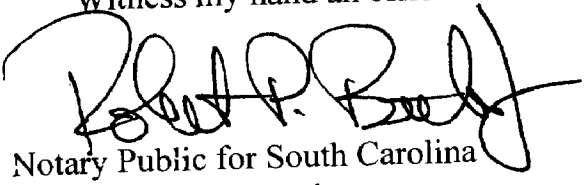
STATE OF SOUTH CAROLINA )

COUNTY OF NEWBERRY )

ACKNOWLEDGMENT

I, Robert P. Bethea, Jr., the undersigned Notary Public, do hereby certify that RAMTEC, INC., by John B. McAlister, its President, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 15<sup>th</sup> day of June, 2001.

  
Notary Public for South Carolina  
My Commission Expires:

4/13/2008